

LEACHATE DISPOSAL AGREEMENT

THIS LEACHATE DISPOSAL AGREEMENT (this "**Agreement**") is made and entered into this 11th day of June, 2019 by and between ND OTM LLC, a Delaware limited liability company having an office located at Suite 600, 1901 South Meyers Road, Oakbrook Terrace, IL 60181 ("ND") and NEWSME Landfill Operations, LLC ("**NEWSMELOC**"), a Maine limited liability company with a place of business in Saco, Maine.

WITNESSETH:

WHEREAS, ND owns and operates a certain Wastewater Treatment Plant located at 24 Portland Street, Old Town, Maine (the "**WTP**") that provides for the treatment and disposal of wastewater pursuant to duly issued and valid licenses and permits; and

WHEREAS, NEWSMELOC operates a secure, Subtitle D landfill located in Old Town (the "**Landfill**") in accordance with a certain Operating Services Agreement dated February 5, 2004 between the State of Maine and Casella Waste Systems, Inc., an affiliate of NEWSMELOC, as amended (the "Operating Services Agreement"),

WHEREAS, the operation of the Landfill generates and will in the future generate leachate, and NEWSMELOC wishes to obtain from ND leachate disposal services as more fully provided in this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement and the mutual benefits to be derived, the parties hereto agree as follows:

ARTICLE 1. GENERAL

- 1.1 During the term of and subject to the terms of this Agreement, NEWSMELOC shall be entitled to dispose of any or all of the leachate produced at the Landfill at the WTP, and ND or its successors or assigns holding title to the WTP shall provide treatment of any and all leachate produced at the Landfill and delivered by NEWSMELOC to the WTP, through processing at the WTP subject to the conditions specified herein. ND shall comply with all applicable laws, regulations, permits and licenses applicable to the operation of the WTP, and shall operate the WTP in accordance with good operating practices as generally applied in the industry. The failure of ND to do so, to the extent resulting in NEWSMELOC potentially incurring liability or other adverse consequences or being unable to dispose of Landfill leachate at the WTP, shall entitle NEWSMELOC to dispose of its Landfill leachate at other locations and to exercise its remedies specified in Section 3.2 and Articles 11 and 12. Without limitation of the foregoing, ND represents and warrants to NEWSMELOC that ND holds all permits and licenses necessary in order to perform its obligations hereunder.

- 1.2 ND shall only be required to receive and treat leachate from the Landfill at the WTP in accordance with all applicable laws, regulations, permits, approvals and the provisions set forth herein during the term of this Agreement, subject, however, to the provisions of Articles 3 and 10 hereof.
- 1.3 NEWSMELOC or its authorized contractor(s) shall transport the leachate to the WTP for disposal in accordance with all applicable laws, regulations, permits, approvals and the terms and conditions specified in this Agreement.
- 1.4 Except as set forth in Article 4, NEWSMELOC shall not be required to pretreat its leachate to meet any permit limits, conditions, or standards.

ARTICLE 2. CONTRACT TERM

The term of this Agreement shall commence on the date of this Agreement and shall continue until the expiration or termination of the Operating Services Agreement, or, if earlier, [REDACTED] as a result of the breach by NEWSMELOC thereunder, unless this Agreement is earlier terminated as hereinafter provided.

ARTICLE 3. FINANCIAL TERMS

[REDACTED]

[REDACTED]

ARTICLE 4. LEACHATE DISPOSAL PROCEDURES

- 4.1 NEWSMELOC shall provide leachate chemical conditioning, such as the addition of lime, as may be necessary to maintain pH in compliance with the standards set forth in Article 6 of this Agreement.
- 4.2 The hours of operation at the WTP shall be twenty-four (24) hours per day, seven (7) days per week. ND has extended facility outages from time to time; during these periods the WTP may not be available for the disposal of leachate. An outage of more than twenty-four hours (24) will not trigger ND's obligations set forth in Section 3.2;

provided ND provides NEWSMELOC with reasonable prior notice of the WTP's unavailability (or, in the case of an unplanned outage, as prompt notice as is reasonably practicable) and will exercise commercially reasonable efforts to minimize such outages that may affect the operation of the WTP.

- 4.3 NEWSMELOC shall transport leachate hereunder to the WTP at its sole expense and in accordance with applicable Town, State and Federal requirements.
- 4.4 Truck operations shall comply with ND's mill policies and rules, including the following safety and maintenance procedures or such other reasonable written procedures as may be determined by ND.
 - 4.4.1 Drivers will wear appropriate personal protective equipment including hard hat, safety glasses, and gloves at all times while on site.
 - 4.4.2 Speed limit of 10 miles per hour while on WTP property.
 - 4.4.3 Enter and exit by side gate only.
 - 4.4.4 Back-up alarms and other vehicle safety devices shall be fully operational.
 - 4.4.5 Drivers shall comply with reasonable operational personnel instructions while on property.
 - 4.4.6 Any and all spilled leachate shall be promptly cleaned up by NEWSMELOC or its agents or contractors whether on the WTP property or elsewhere.
 - 4.4.7 Drivers shall clean/hose the leachate discharge area immediately after the discharge or leachate has been completed.
 - 4.4.8 Hose opening, discharge piping, etc., shall be covered or plugged when no longer in use to minimize leakage and malodorous conditions.
- 4.5 NEWSMELOC drivers and WTP personnel shall observe the procedures outlined below prior to leachate discharge.
 - 4.5.1 The driver may only discharge leachate after receiving permission from WTP personnel and may only discharge leachate at the location specified by WTP personnel .
 - 4.5.2 The driver shall complete a leachate receiving form for each shipment and submit it to the WTP operational personnel.
 - 4.5.3 The driver shall provide a sample of the tanker contents to WTP operational personnel upon request.
 - 4.5.4 The pH range of the sample shall be between 5.0 and 9.0, or such other standard necessary for the WTP to comply with its permit(s) then in effect, and the sample shall have the general visual characteristics of leachate.

- 4.5.5 WTP personnel will have the right to visually inspect for the volume of leachate discharged. NEWSMELOC will demonstrate delivered volume by net weight of each tanker load and document such measurement in writing.
- 4.5.6 WTP personnel shall, after verification of the items listed in sections 4.5.1 through 4.5.4, complete and sign the leachate receiving form. Copies of the same shall be submitted to the WTP's Chief Operator. A copy shall be retained by the driver.
- 4.5.7 At all times, NEWSMELOC will adhere to and strictly follow and abide by all laws related to the proper care and possession of all leachate related to this agreement.

ARTICLE 5. LIMITATIONS OF LEACHATE

- 5.1 NEWSMELOC shall comply with the sampling and monitoring program specified in Article 6 to ensure quality control of the leachate.



- 5.3 NEWSMELOC shall not add any materials to the leachate after it is collected at the Landfill and shall not add any other solid, liquid, or gaseous materials or substance to the collected leachate without the express written consent of ND, not to be unreasonably withheld, delayed or conditioned; provided, however, that NEWSMELOC, at its sole discretion, may add substances utilized for the purposes of maintaining pH and/or reducing odors to the leachate collection tanks, to transport vehicles or to the Landfill; and provided further that ND may require NEWSMELOC to undertake such additional odor control measures which are reasonable and in accordance with accepted industry practice.

ARTICLE 6. SAMPLING AND MONITORING REOUIREMENTS

- 6.1 A sample of leachate may be taken from each truckload which is transported to the WTP from the Landfill. The sample shall be visually inspected and checked for pH by WTP operational personnel.
- 6.2 NEWSMELOC or a qualified third party shall collect two random samples of leachate twice per year and provide analytical results to ND for the following parameters, as such parameters may be modified by local, state or federal authorities:
 - 6.2.1 Volatile Organics (VOC's)
 - EPA Method 624.1
 - VOC's Limit (PPM)
 - Total VOC's 350
 - 6.2.2 Chemical and Indicator Parameters

Parameter Limits

pH 5.0-9.0 (ND may request a pH range of 6.0-9.0 if reasonably necessary to maintain compliance with permit limitations. ND will provide notice of such request to NEWSMELOC as promptly as is reasonably practicable. NEWSMELOC will exercise commercially reasonable efforts to accommodate any such request.)

6.2.3 Hazardous Waste

The leachate shall not meet the definition of a hazardous waste per 40 CFR Part 261 or Maine Chapter 850. Leachate will be analyzed for the contaminants listed in 40 CFR Part 261.24 (Toxicity characteristic) and Maine Chapter 850 using approved EPA test method.

6.2.4 BOD and TSS to be analyzed once per quarter

BOD5	mg/L
Total Suspended Solids (TSS)	mg/L

6.2.5 Priority Pollutant and Analytical Chemistry

Leachate shall be tested for contaminants listed in Maine Chapter 530 Section C(3) Priority pollutants, C(4) Analytical chemistry, and C(5) Other at a frequency consistent with the WTP permit.

- 6.3 Leachate analyses shall be performed by an EPA certified and DEP approved laboratory and paid for by NEWSMELOC. The analyses shall be conducted in accordance with the methods prescribed in the latest edition of "Standard Methods for the Examination of Water and Wastewater", "Methods for Chemical Analysis of Water and Waste", U.S. Environmental Protection Agency, or in accordance with any other generally accepted analytical method.
- 6.4 The parties acknowledge and agree that these sampling and monitoring requirements are based on local and state environmental rules and regulations, and may be revised from time to time, as changes in the laws governing the transmission and processing of leachate so dictate. The parties agree that the sampling and monitoring requirements of this section will be revised as needed from time to time to comply with local and state laws and regulations. The parties shall cooperate as necessary to promptly provide to one another a copy of each leachate analysis result. The parties shall cooperate as necessary to promptly provide to one another a copy of each leachate analysis result.

ARTICLE 7. INSURANCE

- 7.1 NEWSMELOC shall maintain (a) worker's compensation insurance at statutorily required levels, and (b) general liability insurance in an amount not less than \$5 million during the term of this Agreement for claims arising out of NEWSMELOC's use of the WTP. NEWSMELOC shall require any company transporting

NEWSMELOC's leachate to maintain statutory worker's compensation insurance and auto liability insurance, during the term of this Agreement with a combined single limit of not less than \$1 million for claims arising out of the transport of NEWSMELOC's leachate under this Agreement. NEWSMELOC shall provide ND upon execution of this Agreement and annually thereafter, and whenever changed, certificates attesting to the existence of such insurance and naming ND as an additional insured. Each certificate shall contain a statement of the insurer's undertaking to notify the party to whom the certificate is addressed at least ten (10) days prior to the cancellation of any policy covered thereunder.

- 7.2 All insurance is to be with companies authorized to do business in Maine. All such insurance shall be obtained and maintained at the sole cost and expense of NEWSMELOC, its agents or contractors.
- 7.3 Notwithstanding any other provisions of this Agreement, in the event that NEWSMELOC does not have in full force and affect the required insurance, ND may refuse to accept and treat leachate from NEWSMELOC until such time as the required insurance is obtained by giving prompt notice of same to NEWSMELOC. Nothing contained herein shall prevent ND from terminating this Agreement because of failure of NEWSMELOC to obtain and maintain the required insurance; provided, however, that ND and NEWSMELOC shall, in such circumstances, confer with each other in an attempt to resolve the insurance issues to the reasonable satisfaction of ND.

ARTICLE 8. NOTICES

- 8.1 Any notice from ND to NEWSMELOC relating to or required under this Agreement shall be deemed to be given when posted by certified mail, return receipt requested to the following address: Brian Oliver, Casella Waste Systems, 110 Main Street, Suite 1308, Saco, Maine 04072.
- 8.2 Any notice from NEWSMELOC to ND relating to or required under this Agreement shall be deemed to have been given when posted by certified mail, return receipt requested to the following address:

ND OTM LLC
Old Town Division
24 Portland St
Old Town, ME 04468
Attention: Richard Lee, Procurement & Storeroom Manager
E-mail: Richard.Lee@us.ndpaper.com

- 8.3 Either party may change its address for purposes of this Article by so notifying the other party in the manner provided in this Article 8.

ARTICLE 9. AUTHORITY TO CONTRACT

Each party expressly represents and warrants that it: (i) has been duly authorized to enter into this Agreement in accordance with applicable federal, state and local laws, bylaws and regulations as a legally binding agreement enforceable in accordance with the terms set forth herein; and (ii) holds (or will hold, when required) all necessary permits and licenses to perform its respective obligations contemplated by this Agreement.

ARTICLE 10. DEFAULT

The failure of either party to perform any of its obligations hereunder shall be a default by that party and a breach of this Agreement. No waiver of any default shall constitute a waiver of any other breach or default whether of the same or any other term or condition. Either party may provide prompt written notice to the other party of any breach of this Agreement. The party receiving such notice shall have thirty (30) days after receipt of such notice to cure the breach or otherwise resolve the issues in a manner agreeable, in writing, to the other party.

ARTICLE 11. INDEMNIFICATION

Each party agrees to defend, indemnify and hold harmless the other party, its officers, employees and agents from and against any and all suits, actions, claims and demands of any kind whatsoever, including without limitation, for personal injury, death, property damage, and environmental liability occurring to any person or entity, reasonable attorneys' fees, arising by reason of any breach of this Agreement or any negligent act or omission by the indemnifying party, its agents, servants, employees or subcontractors in the performance of this Agreement. Notice of any such claim must be given to the indemnifying party within twelve (12) months of the event giving rise to such claim.

ARTICLE 12. TERMINATION; SUSPENSION

- (a) Either party may terminate this Agreement upon thirty (30) days written notice to the other party in the event that the other party has materially defaulted in its obligations hereunder and has not cured said material default pursuant to the provisions of Article 10 of this Agreement.
- (b) ND may suspend its obligation to accept and treat leachate under this Agreement upon seven (7) days' written notice to NEWSMELOC, or any period of time required under any applicable permit or order, whichever is longer, in the event that (i) public health and safety so require; (ii) any regulatory authority or court having jurisdiction over the WTP requires cessation of transporting NEWSMELOC's leachate to or treating NEWSMELOC's leachate at the WTP for disposal; or (iii) changes to the laws and regulations concerning the processing or treatment of leachate that adversely affect the ability of NEWSMELOC's leachate to be accepted and treated at the WTP as provided in this Agreement. In the event that ND receives notices of any alleged violation or other matter or proceeding which relates to NEWSMELOC's transportation of leachate to or disposal of leachate at the WTP, ND shall promptly notify

NEWSMELOC of same in writing. NEWSMELOC and ND shall forthwith confer and cooperate in good faith to attempt to timely resolve matters which are the subject of said notice of violation or order at minimal cost to ND and NEWSMELOC. In the event and to the extent ND exercises its rights under this Section 12(b), it shall remain obligated to compensate NEWSMELOC pursuant to Section 3.2 hereof for a period of no longer than ninety (90) days, at which time either party, at its sole discretion, may terminate this Agreement and any future obligations of ND to NEWSMELOC for the treatment of leachate, whether at ND's location or elsewhere. [REDACTED]

ARTICLE 13. FORCE MAJEURE

Neither party shall be liable to the other, or be deemed to be in breach of this Agreement, for any failure or delay in rendering performance arising out of causes beyond its reasonable control and not due to its fault or negligence. Such causes include but are not limited to act of God, acts of war or military authority, fires, explosions, floods, epidemics, quarantine restrictions, riots, labor strikes, unusually severe weather or change of law. Such causes shall not include economic or market conditions, financial hardship or adverse business developments not related to the events or circumstances described in the preceding sentence. In the event the provisions of this Article are believed to apply, the party relying thereon shall give prompt written notice to the other party of the circumstances, the basis for the applicability of this Article and the anticipated time required to cure such failure or delay in performance, and such party shall exercise diligent, commercially reasonable efforts to end or mitigate such condition or circumstance.

ARTICLE 14. ADDITIONAL PROVISIONS

- 14.1 If any provision of this Agreement or its application to any person or circumstance is invalid or unenforceable, then the remainder of this Agreement, or the application of said provision to other persons or circumstances, shall not be affected thereby; provided, however, that if any provision of its application is invalid or unenforceable, then a suitable and equitable provision, mutually agreed to, shall be substituted therefore in order to carry out so far as may be valid and enforceable the intended purpose of the invalid or unenforceable provisions.
- 14.2 This Agreement is delivered, and is intended to be performed, in the State of Maine, and it shall be construed and enforced in accordance with its laws, rules and regulations, other than conflict of laws provisions.
- 14.3 Any provision of this Agreement which refers to a federal, state, or local law, rule, regulation, standard, or guideline, shall be considered to refer to the most current applicable version of such law, rule, regulations, standard, or guideline so as to ensure that the requirements of this Agreement are consistent at all times with currently

applicable requirements enacted or adopted by federal, state and local authorities with jurisdiction over the matters which are the subject of this Agreement.

- 14.4 Sections and subsections used in this Agreement are for convenience or reference only and shall not be deemed to alter or affect any provision thereof.
- 14.5 All remedies provided in this Agreement are distinct and cumulative to any other right or remedy under this Agreement or afforded by law or equity, and may be exercised concurrently, independently, or successively. The failure on the part of either party to enforce any of its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provision in the future. Without limitation of the foregoing, either party shall be entitled to set off against any of its obligations under this Agreement (or any other agreement between the parties hereto) any amounts due and payable to it under any other agreement between the parties hereto (or their respective affiliates, assignees or successors), which right of offset shall remain in effect irrespective of the assignment of any such agreement.
- 14.6 This Agreement contains the entire agreement between NEWSMELOC and ND with respect to the subject matter hereof and supersedes all previous or contemporaneous communications, representations or agreements with respect thereto. This Agreement may be modified only by written amendment signed by both parties.
- 14.7 This Agreement shall not be assigned by either party without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, further, that NEWSMELOC or ND may withhold or condition such consent only on the basis of demonstrable and material deficiencies on the creditworthiness or technical ability of the proposed assignee to operate the WTP or the Landfill, as applicable. ND covenants and agrees that it may not convey, directly or indirectly, its interest in the WTP without this Agreement being assigned to and assumed in writing by such transferee by a writing reasonably satisfactory to NEWSMELOC and complying with this Section 14.7.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, by their respective duly authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

Witness:

**NEWSME
OPERATIONS, LLC**

LANDFILL

By: _____
Brian Oliver, Vice President

ND OTM LLC

By: _____
Name: _____
Title: _____

Signatures

01/01
01/01/2019
01/01/2019

Casella waste systems
Brian Oliver
Vice President



Signed on 2019-12-23 18:41:30 GMT

Signature of Brian Oliver
Title: Vice President
Company: Casella Waste Systems
Email: brian.oliver@casella.com

01/01
01/01/2019
01/01/2019

HO Paper Inc.
Chaodan Zheng
VP Sourcing



Signed on 2019-12-29 20:38:30 GMT

Signature of Chaodan Zheng
Title: VP Sourcing
Company: HO Paper Inc.
Email: chaodan.zheng@hohopaper.com